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March 31, 2008

RECORDATION NO. 19837-H FILED

Ms. Anne K. Quinlan
Acting Secretary
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

MAR 31 '08 -8 10 AM

SURFACE TRANSPORTATION BOARD

Re: BNSF Railway Company (BNRR 1995-K)
Termination Agreement

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNRR 1995-K) dated as of March 31, 2008 (the "*Termination Agreement*"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 19837.

The names and addresses of the parties to the enclosed document are as follows:

Lessee:	BNSF Railway Company 2500 Lou Menk Drive Fort Worth, Texas 76131-2830
Lessor/Borrower:	NBB Albuquerque Lease Co., Ltd. c/o Nomura Babcock & Brown Co., Ltd. Dai-Ichi Edobashi Building 1-11-1 Nihonbashi Chuo-Ku, Tokyo 103 Japan Attention: General Manager
Security Trustee:	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12th Floor MAC: U1228-120 Salt Lake City, Utah 84111

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Law Offices of
CHAPMAN AND CUTLER LLP

Attention: Corporate Trust Department (BNRR 1995-K)

Agent: Kreditanstalt für Wiederaufbau
Palmengartenstrasse 5-9
60325 Frankfurt am Main, Germany
Attention: X4b3

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 19837, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNRR 1995-K).

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D. Robson

Enclosures

MAR 31 '08

-8 10 AM

**TERMINATION AGREEMENT
(BNRR 1995-K)****SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNRR 1995-K) (the "*Termination Agreement*") is dated as of March 31, 2008 among NBB Albuquerque Lease Co., Ltd., as lessor or borrower ("*Lessor*" or "*Borrower*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*"), Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee ("*Security Trustee*") and Kreditanstalt für Wiederaufbau, as agent ("*Agent*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:00 A.M. under recordation number 19837. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented and modified to date, the "*Mortgage*") by which the Borrower granted a security interest in certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:00 A.M. under recordation number 19837-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:00 A.M. under recordation number 19837-B.

4. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented and modified to date, the "*Mortgage Supplement*") by which the Borrower granted a security interest in certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:00 A.M. under recordation number 19837-C.

5. The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (BNRR 1995-K) dated December 27, 1995 (as

amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Pledge Agreement. The Pledge Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:00 A.M. under recordation number 19837-D.

6. The Borrower and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented and modified to date, the "*Lease Assignment*") by which the Borrower assigned its rights in the Lease with respect to certain railroad equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Lease Assignment was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:05 A.M. under recordation number 19837-E.

7. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1995-K) dated December 27, 1995 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on December 27, 1995 at 9:10 A.M. under recordation number 19837-F.


8. Each of the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Lease Assignment and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

9. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Lease Assignment or the Lessor Security Agreement, as applicable, which expressly survive this termination.

10. This Termination Agreement shall be governed by and construed in accordance with (i) the laws of New York to the extent this Termination Agreement relates to the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment and the Lessor Security Agreement and (ii) the laws of Japan to the extent this Termination Agreement relates to the Pledge Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB ALBUQUERQUE LEASE CO., LTD.

By 
Name: Karen Fagerstrom
Title: Attorney-in-Fact

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By
Name:
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By
Name:
Title:

By
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB ALBUQUERQUE LEASE CO., LTD.

By

Name:

Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By



Name: L. Steven Vollmer

Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By

Name:

Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By

Name:

Title:

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB ALBUQUERQUE LEASE CO., LTD.

By

Name:

Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By

Name: L. Steven Vollmer

Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By



Name: H. Russell Hettinger

Title: Vice President

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By

Name:

Title:

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

NBB ALBUQUERQUE LEASE CO., LTD.

By
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
Burlington Northern Railroad Company)

By
Name: L. Steven Vollmer
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor to First Security
Bank of Utah, National Association), as
Security Trustee

By
Name:
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as
Agent

By 
Name: Andreas Klocke
Title: First Vice President

STATE OF New York)
COUNTY OF New York) SS:

On this, the 13 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Laren Fagerstrom, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of NBB ALBUQUERQUE LEASE CO., LTD., that said instrument was signed on March 13, 2008 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name:

Notary Public

My Commission Expires

Residing in

VENICE WARMSLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WAG154683
Qualified in Kings County
Commission Expires Oct. 23, 2010

(Seal)

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the _____ day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on March ____, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:

Notary Public – State of Texas

My Commission Expires:

Residing in Forth Worth, Texas

(Seal)

STATE OF _____)
)
COUNTY OF _____) SS:

On this, the _____ day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of NBB ALBUQUERQUE LEASE CO., LTD., that said instrument was signed on March ___, 2008 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

STATE OF TEXAS)
)
COUNTY OF TARRANT) SS:

On this, the 12 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on March 12, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Tina M. Mailhos
Name: Tina M. Mailhos
Notary Public - State of Texas
My Commission Expires: 7-18-2010
Residing in Forth Worth, Texas

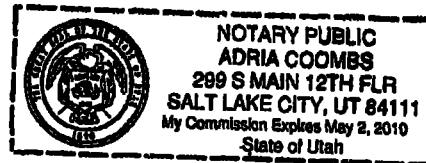
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this, the 12 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared H. Russell Hettinger, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on March 12, 2008 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Adria Coombs
Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

(Seal)



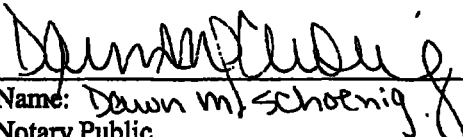
STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS:

On this, the 14 day of February, 2008, before me, a Notary Public in and for said County and State, personally appeared Andreas Klocke, who being by me duly sworn, says that (s)he is the First Vice President of KREDITANSTALT FÜR WIEDERAUFBAU, that said instrument was signed on February 6, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: Dawn M. Schoenig
Notary Public
My Commission Expires:
Residing in Manhasset NY

(Seal)

DAWN M. SCHOENIG
NOTARY PUBLIC, State of New York
No. 01SC4900811
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires August 3, 2009 09

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/31/08



Robert W. Alvord